



TELEPHONE & INTERNET APPLICATION FORM

Applicant Details

Company Name (if applicable)		A.B.N.
Title: <input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> Other		
First Name	Surname	Phone Number ()
Street Address		Fax Number ()
Suburb	State	Postcode
Date of Birth	Driver's License No	Primary Email Address
Mobile Number		

Service Subscribed

Are you an existing customer of Tel.Pacific P/L ? Yes – Customer Reference Number or Username

Selected Service :
List the telephone and facsimile numbers you wish to register with Tel.Pacific Pty Ltd in the box below

Talk Anytime Preselect
Must provide telephone bill when applying

Phone 1 ()	Phone 2 ()
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Home Phonesaver Override

Phone 1 ()	Phone 2 ()
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Unlimited Internet **\$16.67/mth**

Username (Minimum 4 characters)

Password (Minimum 4 characters)

2nd preference (Minimum 4 characters)

Payment (please choose one)

Cheque

Direct Debit from Bank Account

Credit Card

Name of Bank/Institution	Visa / Mastercard / American Express
BSB	Credit Card Number
Account No	Expiry Date
Account Holder Name/s	Cardholder Name/s

I/we authorize Tel.Pacific Pty., Ltd. to use the credit card / bank account nominated above for the payment of the Telephone and Internet monthly fees.

Authorised Signature/s

Declaration

Authorisation : I certify that I have the authority to authorise this charge and these details are correct. I agree that execution of this application form is legally binding, even if sent by facsimile. I hereby apply for the Tel.Pacific services and acknowledge that the service will be provided subject to the provisions of the Terms and Conditions as shown overleaf.

For mobile phone CLI / override code (1428) : I authorise Tel.Pacific Pty Ltd, to authorise to request The Carrier/s to assign our nominated accounts to Tel.Pacific Pty Ltd, for the purpose of Tel.Pacific services. Tel.Pacific will assume all future liabilities relating to our nominated accounts upon the assignments of our nominated account onto the data feeds.

For pre-selectable service : I understand that by nominating Tel.Pacific Pty Ltd as the preferred carrier for the telephone number(s) above, Tel.Pacific will become the carrier of choice for the International, National long distance services, mobile phone and any other pre-selectable services. I authorise Tel.Pacific Pty Ltd to take any further action, including signing any documents on my behalf, to give effect to this charge.

Authorised Signature of Applicant/s

Date

Preselect & Override Phone Services

Terms & Conditions - Tel.Pacific Pty Limited (ABN 99 073 079 268)

DISCLAIMER

This is a legal document. If you have any queries about your duties and liabilities in relation to this agreement, you should consult your lawyer.

SCOPE OF THIS AGREEMENT

This agreement applies to Pre-select and Override Phone Services provided by Tel.Pacific. Here "Services" shall include "goods" as defined in the Interpretations below.

1. ACCEPTANCE OF SERVICES

- A. This application is subject to acceptance by Tel.Pacific in accordance with your Credit Assessment Report.
- B. Tel.Pacific will confirm or reject acceptance of your application in writing.
- C. Acceptance of the terms and Conditions in this Agreement will occur when you activate services provided by Tel.Pacific.

2. SERVICES NOT COVERED BY THIS AGREEMENT

- A. This agreement does not include PREPAID phone card issued by Tel.Pacific.

3. INTERPRETATIONS

- ♦ "Administrative fee" means additional charges for late payment or payments other than direct debit from personal or corporate credit card(s).
- ♦ "Agreement" means this entire agreement between Tel.Pacific and the Customer, which supersedes all prior representations, agreements, statements and understandings, whether verbal, or in writing.
- ♦ "Credit Assessment Report" means: A report about your personal and /or commercial credit. In order to make a fair assessment, you authorise Tel.Pacific to obtain your personal and/or commercial credit information (For example: your existing household loans and personal credit card history or your existing credit record as a sole trader) to a credit reporting agency for the purpose of considering an application by you for personal and /or commercial credit.
- ♦ "Customer" means all persons, companies or other entities identified on the application for Tel.Pacific Services;
- ♦ "Due date" means every 15th day of the month or the 15th day from the date of our bill;
- ♦ "Override" means using a specific number provided by Tel.Pacific to enable the Customer to make international telephone call services via Tel.Pacific.
- ♦ "Pre-selected" means the Customer has directly registered for the international telephone call services provided by Tel.Pacific
- ♦ "Tel.Pacific" means Tel.Pacific Pty Limited ACN 073 079 268 and ABN 99 073 079 268 and its employees, officers and agents;
- ♦ "We, us, our" collectively mean Tel.Pacific.
- ♦ "Services " means mobile, domestic, and international long distance services. Our services are not available from all telephone lines and it is not possible to use our services to make all types of telephone calls.
- ♦ "Supplier" means facilities and services of our own or those of other carriers, telecommunications service providers or equipment distributors and/or suppliers
- ♦ "Variations" means: we may, without reference to you change Suppliers, or upon 30 days written notice to you to adjust our charges and vary the Services or otherwise.
- ♦ "Late payment" means payment of any bills issued by Tel.Pacific to the Customer between the next 3 calendar days after the due date (that is: the 15th day of the month or the 15th day from the date of our invoice);

4. PRIVACY AND YOUR CREDIT ASSESSMENTS

- A. Disclosure For the purpose of processing your application and ongoing credit management of your account, Tel.Pacific may need to disclose to a credit-reporting agency:
 - a. all your personal or business identifying details;
 - b. all your personal and business credit history and limits.
- B. Your authorisation
You authorise Tel.Pacific to carry out all necessary credit check about you through a credit reporting for the purpose of providing our services to you under the law.
- C. Your indemnity to Tel.Pacific
The Customer is to indemnify Tel.Pacific for all legal and other expenses arising from any invalid credit cards, cheques or any other forms of payments used by the Customer to pay for Tel.Pacific charges.
- D. Suspension or Termination Cancellation of Services We may suspend or terminate the service in accordance with the Credit Assessment Report about you. You are entitled to see, and to correct, your own credit information retained by us upon paying us a \$50 processing fee.

5. SERVICES

The Services are not risk free. They depend on factors outside the control of Tel.Pacific. Tel.Pacific cannot accept any liability or financial loss howsoever caused to the

Customer or any third party (minors or adults) associated directly or indirectly with the Customer.

6. TRANSFER OF YOUR ACCOUNT TO TEL.PACIFIC

A. If in providing the Services, Tel.Pacific needs to change your arrangements with your current Supplier, then Tel.Pacific will do so in accordance with this Service Agreement.

(a) you authorise Tel.Pacific to sign on your behalf and in your name forms of authority to your current Preselect/Override Supplier to switch your service to Tel.Pacific. Where you have applied for a Preselect service, you agree that your Preselect service will be switched to Tel.Pacific. Where you have applied for an Override service, you agree that your Override service will be switched to Tel.Pacific.

(b) You agree to give written instructions to your current Preselect/Override Supplier to transfer your service to Tel.Pacific on request.

(c) You accept that your current phone company will have the right to continue to provide services to you until the transfer to Tel.Pacific has been completely executed. Tel.Pacific will charge you according to published rates from the effective date of transfer for each service(s) provided. As soon as the transfer is completed, Tel.Pacific will inform you in writing. You will immediately pay to your current Preselect/Override Supplier all amounts owing to it up to the time of transfer of your service to Tel.Pacific.

B. The Switch done by us will not affect your access status; such as: call barring. For technical reasons beyond our control, certain services may not be transferable. In this respect, you accept to give permission to Tel.Pacific to alter or change the technical specifications of the services without notice to you.

C. Tel.Pacific cannot accept any liability for any amounts owing by you to your current Supplier for services, which your current Supplier provided to you prior to the commencement of Services. You indemnify Tel.Pacific against any claims made by your current Supplier to Tel.Pacific in relation to any such amounts.

7. TRANSFER OF YOUR ACCOUNT FROM TEL.PACIFIC TO ANOTHER SUPPLIER

A. If in the future you ask Tel.Pacific to transfer any of the Services to another Supplier, then you remain responsible to Tel.Pacific for the amount payable for the Services up to the time when we transfer those accounts to another Supplier, and you will immediately pay us that amount on receipt of our bill.

B. The provision of Services ceases when your accounts are transferred from Tel.Pacific to another Supplier.

C. If after the transfer Tel.Pacific become aware of unbilled charges (including fees payable to any other Supplier) for those Services up to the date of transfer then you will immediately pay Tel.Pacific all such amounts on receipt of our invoice.

D. If after the transfer Tel.Pacific become aware of any credits due to you up to the date of transfer then Tel.Pacific will credit all such amounts to you.

8. CHARGES FOR THE SERVICES

A. All prices quoted and/or charges billed by us are inclusive of GST. You must pay any GST applicable to goods and services provided to you by us.

B. You are responsible for all the service charges regardless whether those calls were made by anyone of any ages and/or of any health conditions with or without your authorisation.

C. We will bill you monthly for the Services in accordance with the current charges as notified to you from time to time. You will be billed by reference to the rates as published on our rate card or on our website (www.telpacific.com.au) and by reference to any Tel.Pacific special rates or discounts that may apply from time to time. You may call 1300 369 888 for information on current rates or go to www.telpacific.com.au.

D. We will bill you in advance for periodic charges, connection and service fees (where applicable) and in arrears for our charges. We reserve the right to bill at different intervals upon giving you notice.

E. We will issue our bill to you by the last day of the calendar month. You must pay all charges within 14 days from the date of our bill.

F. We reserve the right to suspend our services to you and charge interest on any overdue payment at a daily rate pursuant to Section 39A of the Local Courts (Civil Claims) Act (NSW) and an administrative fee of \$5 per overdue payment. In addition, the Customer undertakes to reimburse Tel.Pacific for all the legal and other costs incurred in relation to late payment.

G. We reserve the right to suspend our services to you, where charges owing to us or any amount owing remain outstanding after 30 days, unless we have received written notice from you of a bona fide dispute of those charges.

H. If we terminate your account and you have monies left with Tel.Pacific, we will notify you of these amounts. If you do not claim those monies within 3 months from the date of our note to you, we will retain the money. You agree

and accept that you will have no further claim in relation to these monies.

I. We reserve the right to terminate the Agreement without notice to you if you settle our bill with a dishonoured cheque without a valid explanation.

J. We may from time to time require you to lodge a security bond as a condition of providing Services to you. You authorise Tel.Pacific to deduct from that bond any amounts remaining owing to us after 14 days from the date of our bill. After 6 months of on time payment of our bills, we may either refund the bond or credit your account.

K. Tel.Pacific will bill you for all services supplied to you in accordance with the number(s) nominated by you. Tel.Pacific will bill you for Long distance and international services at 1 minute increments.

9. OUR LIABILITIES

A. Subject to the Trade Practices Act and other relevant laws, we are not liable for any costs, loss, liability or damage, whether direct or consequential arising out of our supply or failure to supply the goods and /or services.

B. Without limiting the application of Tel.Pacific's ultimate liability to the Customer in relation to provisions of Services under this Agreement shall be limited to the one-month charges.

10. PERIOD OF AGREEMENT

This Agreement starts on the date the Application for Service is signed by both parties and continues until terminated.

11. TERMINATION (NOTWITHSTANDING CLAUSES MENTIONED ABOVE)

A. Either of us may terminate the Agreement by giving 30 days written notice to the other.

B. Tel.Pacific may terminate this agreement immediately by notice to you if:

- (a) you have breached this Agreement, or
- (b) a liquidator or receiver or receiver and manager or any other administrator of your business or assets is appointed or if you enter into any composition with your creditors.

C. If Tel.Pacific have agreed to provide a Service for a particular term, then the whole amount payable for the whole of the term that those Services are to be provided is a debt owing to us at the time of entering into this Agreement for which Tel.Pacific may bill you even if you cancel the Services before the term ends.

D. You remain liable for all charges payable under the Agreement in respect of Services up to the time of termination.

12. FORCE MAJEURE

Tel.Pacific is not liable for:

- (a) any delay in installing any Service,
- (b) any delay in correcting any fault in any Service,
- (c) failure or incorrect operation of any Service, or
- (d) any other default in performance under this Agreement, if it is caused by any event reasonably beyond our control, including but not limited to war, accident, act of God, industrial action, embargo, delay or failure or default by any other Supplier.

13. ASSIGNMENT

You will not assign charge or otherwise deal with your rights under this Agreement except with our prior written consent.

14. GOVERNING LAWS AND RELATED ISSUES

A. The laws of New South Wales, Australia, govern this Agreement.

B. This Agreement contains the whole understanding between us to the exclusion of any prior or collateral Agreement or understanding of any kind relating to the Services.

C. You acknowledge that you enter into this Agreement entirely as a result of your independent judgment and decision with or without consultation with your lawyer. You do not rely on any statement, representation or promise by Tel.Pacific or on our behalf not expressly set out in this Agreement.

D. Pursuant to Clause 11.3 above, you accordingly release Tel.Pacific and each of Tel.Pacific's officers, agents and advisers from all claims, suits and demands of every kind (including negligence) arising from the relationship of the parties concerning this Agreement before it was signed, and from the negotiations leading to it.

E. The failure by either party to exercise any right or remedy under this Agreement in a timely manner does not constitute acceptance of the matter which gave rise to the right or remedy, nor that party's waiver of such right or remedy.

F. To the extent applicable, the Consumer Service Guarantee applies to the provision of Services under this Agreement.

G. We have prepared abridged versions of these Terms and Conditions respectively for Telephone and Internet Services for your reference. Should there be any inconsistency, this full version of Terms and Conditions shall prevail.